

# **COUNTY OF LOS ANGELES**

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

> IN REPLY PLEASE REFER TO FILE:

June 28, 2011

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

‡27 JUNE 28, 2011

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

SACHI A. HAMAI EXECUTIVE OFFICER

**Dear Supervisors:** 

APPROVAL OF AMENDMENT TO THE
AGREEMENT FOR COORDINATED COUNTYWIDE HOUSEHOLD
HAZARDOUS WASTE MANAGEMENT PROGRAM ACTIVITIES BY
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

#### **SUBJECT**

This action is to approve the Amendment to the Agreement for Coordinated Countywide Household Hazardous Waste Management Program Activities by the County of Los Angeles and the City of Los Angeles to adjust the compensation rate to the City for expenses incurred by the City in conducting agreed-upon Program activities and to provide additional provisional payments to offset incurred costs.

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Mayor to sign the enclosed Amendment (Enclosure B) to the Agreement for Coordinated Countywide Household Hazardous Waste Management Program Activities by the County of Los Angeles and the City of Los Angeles.
- 2. Approve the adjustment to the compensation formula to the City of Los Angeles for expenses incurred by the City in conducting agreed-upon Program activities to the revised rate of \$0.75 per ton of solid waste originating in the City of Los Angeles.

The Honorable Board of Supervisors June 28, 2011 Page 2

3. Approve additional funding of \$795,000 per Fiscal Year to the City of Los Angeles for Fiscal Years 2010-11, 2011-12, and 2012-13, for the purposes and in accordance with the payment schedule stipulated in the Amendment.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to maintain and enhance household hazardous waste (HHW) collection services for residents of the County of Los Angeles (County) and the City of Los Angeles (City) by amending the current Agreement for Coordinated Countywide Household Hazardous Waste Management Program Activities by the County and the City (HHW Agreement) which was approved by your Board on March 23, 1993 (Enclosure A).

The permanent Countywide Household Hazardous Waste Management Program (Program) began in 1992 following your Board's authorization for Department of Districts County Sanitation cooperation with the Public Works, in provide conduct the Program and to Los Angeles County. residents with a convenient and environmentally safe means to dispose of HHW. An important benefit of the Program is the reduction in potential illegal disposal of HHW in landfills throughout the County.

Funding for the Program is provided through the Solid Waste Management Fee (Fee). The Fee is funded by all County residents, including those in the City, through fees collected on solid waste disposed at landfills and transformation facilities. The collected Fees are placed into the Solid Waste Management Fund. The HHW Agreement allows more direct access to residents of the City for a program they partially fund.

Since entering into the HHW Agreement, the City has developed a system of permanent HHW/E-Waste collection centers (S.A.F.E. Centers) while continuing to conduct a number of mobile collection events. The City's S.A.F.E. Centers and mobile collection events are open to all City and non-City residents pursuant to the HHW Agreement. Over time, the use of these S.A.F.E. Centers has grown steadily along with the cost to provide these services.

Effective January 1, 2009, your Board approved and adopted amendments to the Los Angeles County Code revising the Fee to a new rate of \$1.50 per ton of solid waste disposed at solid waste landfills and/or transformation facilities. Approximately half of the funds collected through the Fee are dedicated to the Program.

To account for the increase in the Fee and associated Program enhancements, this Amendment will adjust the current compensation amount to the City to \$0.75 per ton of solid waste originating in the City (up from the current \$0.56 per ton) for expenses incurred by the City to conduct agreed-upon Program activities.

The Honorable Board of Supervisors June 28, 2011 Page 3

To offset the increased cost of providing agreed-upon services to non-City residents and in consideration of the County's collection of the revised Fee on solid waste originating in the City since January 1, 2009, this Amendment will provide additional funding of \$795,000 per Fiscal Year to the City of Los Angeles for Fiscal Years 2010-11, 2011-12, and 2012-13.

## Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The recommended action will help meet these goals by enhancing and expanding the services under the Program thereby achieving high-level service to the County residents.

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The County's obligations under the amended HHW Agreement will be funded by the County's Solid Waste Management Fund (GD1 Fund). All compensation to the City will be subject to actual receipt, by the County, of Fees derived from the solid waste originating within the City. Sufficient funding is available in the Fiscal Year 2010-11 Adopted Budget to compensate the City for expenses incurred by the City in conducting Program activities. Funds for Fiscal Year 2011-12 have been included in the recommended budget. Funds for Fiscal Year 2012-13 and future years will be requested through the annual budget process.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment (Enclosure B) has been approved as to form by County Counsel. City staff has collaborated in the development of this Amendment and has indicated concurrence with this Amendment.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed action, which includes execution of the HHW Agreement to adjust compensation to the City and to approve adjustment to the compensation formula to be paid to the City for agreed-upon Program activities, does not constitute a project pursuant to the California Environmental Quality Act (CEQA) because it is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The proposed action is an administrative activity of government which will not result in direct or indirect physical changes to the environment.

The Honorable Board of Supervisors June 28, 2011 Page 4

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact to current County services or projects as a result of this action. This action will maintain and enhance beneficial means for County residents to dispose of household hazardous waste in an environmentally safe manner.

#### **CONCLUSION**

Please return three adopted copies of this letter and the signed original Amendment to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,

**GAIL FARBER** 

Director of Public Works

Daie Faruer

NJ:td

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Enclosures (2)

c: Auditor-Controller

Chief Executive Office (Rita Robinson)

**County Counsel** 

**Executive Office** 



# COUNTY OF LOS ANGELES

# DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO P.O. BODY 1448

March 11, 1993



Ronorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street

Los Angeles, CA 90012

Dear Supervisors:

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AGRERMENT FOR COORDINATED COUNTYVIDE HOUSEHOLD HARARDOUS TRAFFE ?
NAMAGEMENT PROGRAM ACTIVITIES BY THE
COUNTY OF LOS AMGELIE AND THE CITY OF LOS AMGELIES
ALL SUPERVISORIAL DISTRICTS

#### RECOMMENDATIONS:

That your Board:

- 1. Approve the enclosed Agreement for Coordinated Countywide Household Reservous Waste Management Program Activities by the County of Los Angeles and the City of Los Angeles.
- . 2. Instruct the Chairman to sign the Agreement.
- 3. Instruct and authorise the Director of Public Works to implement the Agreement.

Implementation of the permanent Countywide Household Hasardous Wasta Management Program (HHWMP) began following your Scard's action of January 21, 1992, authorizing the Department of Public Works (DPW), in cooperation with the County Sanitation Districts of Los Angeles County (CSD), to conduct the HHMMP to provide Los Angeles County residents with a convenient and environmentally safe means to dispose of household hazardous wasta (HHM). An acknowledged benefit of the HHMMP is the reduction in potential illegal disposal of HHW in landfills throughout Los Angeles County.

Funding for the HHMMP is provided through the Solid Weste Management Fee (SWMFEE). The SWMFEE is funded by all County residents, including those in the City of Los Angeles (CLA), through fees collected at landfills and waste transformation facilities. The collected SWMFEEs are placed into the Solid Weste Management Fund. The Agreement will allow more direct access to residents of the CLA for a program they partially fund.

Honorable Board of Supervisors March 11, 1993 Page 2

Since its inception, the KHWMP has conducted 21 collection events at a variety of sites located Countywide. To date, J01,500 gallons of HHW and J,176 car batteries have been collected from 33,255 participants.

The CLA has indicated its interest in making its collection program available to all County residents as a coordinated element of the HHMMP. In return, the CLA has requested assistance with the funding of these program activities.

Under the proposed Agreement, the CLA will provide at least one collection event each month. In return, the CLA will receive a minimum of \$200,000 in funding each month. Provisions are also provided for additional funding up to a maximum of actual expenses incurred by the CLA.

County Counsel has reviewed and approved the enclosed Agraement as to form. It has been prepared to take effect upon the separate approvals of your Board and the CLA.

Please return four approved copies of this letter to the Department of Public Works, together with four fully executed copies of the Agreement.

Respectfully yours,

James & Noyes

T. A. TIDEHANSON Director of Public Works

BDH: sq/BL

Enc.

# AGREGATT FOR COORDINATED COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE KAMAGEMENT PROGRAM ACTIVITIES BY THE

# COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES

THIS Agreement, dated as set forth hereinhelow, is entered into by and between the CITY OF LOS ANGELES, a municipal corporation and California charter city pursuant to the constitution and the laws of the State of California ("City"), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), with respect to the following:

#### RECITALS

- A. The City and the County adknowledge and agree that a coordinated Countywide Household Hazardous Wasta Management Program (HRMMP) is required in order to address the environmental and public health conderns associated with improper disposal of HHW, as well as meet the requirements of State law for providing Los Angeles County residents with an environmentally safe means of HHM disposal. The HHMMP, which would serve all residents of Los Angeles County, including both unincorporated dish and incorporated cities, would consist of a Public Education/Information Element and a Collection Element.
- B. The City and the County desire to engage in cooperative efforts with respect to the implementation of a Countywide HHMMP. The Collection Element of the HHMMP for each jurisdiction may consist of a mobile collection unit with supplementary activities, single-day roundups, and/or permanent collection centers, etc. The Public Education/Information Element of the HHMMP will consist of informing/educating the public on issues relating to the purchase, use, and proper disposal of household hazardous materials, the use of alternative non-hazardous products, and promotion of the HHMMP through advertising and public outreach efforts.
- C. Funding for the Countywide HEMMEP will be provided through a tipping fee assessed on all solid waste disposed of at solid waste land disposel and/or transformation facilities located throughout the County and its cities, as well as all solid waste leaving the County for land disposel and/or incineration in other jurisdictions.

Now, therefore, the County and the City do hereby agree as follows:

1. The City and the County agree that their individual efforts as separate jurisdictions and agencies should be closely coordinated so that citizens Countywide can be uniformly served by the HIMMP to the maximum extent possible.

- 2. The President of the Board of Public Works shall be designated as City Program Manager under this Agreement and shall have full authority to act on behalf of the City in all matters relating to this Agreement. The Director of the Los Angeles County Department of Public Works shall be designated as County Program Manager under this Agreement and shall have full authority to act on behalf of the County in all matters relating to this Agreement.
- 1. The City and the County will conduct their activities relating to the HHWMP in full compliance with all Pederal, State, County, and local laws and regulations.
- 4. The City will be responsible for implementing HHMMP activities within City boundaries. As agreed upon by the Program Hanagers for the City and the County, the City may also implement other HHMMP activities outside the City boundaries.
- 5. Program activities conducted either individually or jointly by the County and the City, and funded in whole or in part through this Agreement, shall be uniformly available to all residents of Los Angeles County. The Program Managers will coordinate advertising and other public outreach to provide consistency with similar efforts for other HHMMP activities.
- 6. The County will compensate the City for expenses incurred by the City in conducting agreed upon HHMMP activities. The maximum amount of: such compensation shall be equal to \$0.56 per ton of solid waste generated within the City. The quantity of solid waste used for this determination shall be that disposed of at solid waste land disposel facilities and/or transformation facilities as identified in the adopted Source Reduction and Recycling Element, or other mutually agreed upon documents prepared by the City, the County or others.

The compensation formula may be revised to consider factors such as the area served, including the respective participation rates of City and non-City residents, subject to approval of the Program Managers for the City and the County. All compensation shall be subject to the actual receipt, by the County, of Solid Waste Management Fund fees derived from the solid waste generated within the City, as described above.

7. Following execucion of this Agreement, and based upon a minimum of one collection activity conducted by the city per month, the county shall remit to the city an amount of \$200,000 monthly to offset activity expenses. On a quarterly basis, actual expenses shall be reviewed and additional compensation or other adjustment made in accordance with paragraph "6" above. The City shall provide such information as is necessary to clearly describe the various expenses making up the total claim: All compensation to

- a fund established for Household Hazardous Waste Program activities and shall be used only to fund activities performed under the provisions of this Agreement.
- 8. The County and the City will cooperatively develop an approach for applying for State or other grant reimbursement monies available for application to activities conducted under this Agraement. This cooperative effort is intended to maximize the return of said monies to each jurisdiction.
- 9. Public education material designs. etc., funded totally, or in part, under this Agreement shall be made available for use by both parties in the implementation of HHWMP activities under this Agreement;
- 10. The City will provide the County with a summary of its public outreach and advertising activities, as well as all data collected through surveys of the general public. The County will provide the City with data collected from surveys of the residents of the City.
- 11. The City will provide the County with data on the type and quantity of HRW collected from each participating city (broken down by city of origin) and from the County unincorporated areas, method of HRW management (e.g., recycling, incineration, etc.), and participation rates for each city and for the County unincorporated area. The County will provide the City with similar data on the HRW collection from residents of the City and the participation rates for residents of the City. Data pertaining to City and County HRWMP activities under this Agreement shall be subsitted to each other quartarly as part of the documentation for the funding adjustment, or as necessary to meet state reporting requirements.
- 12. The County agrees to indemnify, defend, and hold haraless the City, its political subdivisions, its agents, officers, and employees, from and against any and all liability, suits, expenses (including defense costs and legal fees), judgments, fines and penalties, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, arising from or connected with the operations or services haraunder performed by the County, its agents or subcontractors, or any tier, including any Worker's Compensation suits, liability, or expense arising from or connected with services performed on behalf of the County or by any person, or subcontractor of any tier, pursuant to this Agreement.
- 13. The City agrees to indemnify, defend, and hold haraless the County, its political subdivisions, its agents, officers, and employees, from and against any and all liability, suits, expenses (including defense costs and legal fees), judgments, fines and penalties, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal industry.

or subcontractors, or any tier, including any Worker's Compensation suits, liability, or expense arising from or connected with services performed on behalf of the City or by any person, or subcontractor of any tier, pursuant to this Agraement.

- 14. This Agreement shall not establish a shared liability resulting from activities conducted under this Agreement.
- 15. This Agreement shall commence on the date hereof and shall remain in effect unless terminated by either Program Manager upon thirty (30) days written notice.
- 16. This Agreement may be executed in one or more counterparts. When this Agreement is properly executed by the authorized representative of each of the parties signatory hereto, it shall constitute a valid Agreement, though each of the signatory parties may have executed separate counterparts hereof.

Agreement to be executed by t	parties hereto have caused this their respective officers, duly ANGELES on and by the AR 23 1993 .
APPROVED AS TO FORM:	CITY OF LOS ANGELES
JAMES K. HAHN, City Attorney	BY: TOM BRADLEY, Mayor
Byı	
ATTEST:	· ·
APPROVED AS TO FORM:	COUNTY OF LOS ANGELES
DEWITT W. CLINTON County Counsel  By: Deputy	By: Chairman Board of Supervisors
EDH: ag NH-0/JOINT1	ADOPTED

ATTEST: LARRY J. MONTEILH
EXECUTIVE OFFICER —
ERK OF THE BOARD OF SUPERVISORS



MAR 2 3 1993

APPROVED AS TO FORM:	By: Jom Bradley
BY:	Tom Bradley, Raygo  ATMERICIAS MARTINET BY CALL  By Sold-93 Deputy
	COUNTY OF LOS ANGELES
APPROVED AS TO FORM: DEWLTT W. CLINTON County Counsel	Chairman Board of Supervisors
By: Deputy	

Rev 3-(0-93 elb/bloc/ineff

# AMENDMENT TO AGREEMENT FOR COORDINATED COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PROGRAM ACTIVITIES BY THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES

THIS AMENDMENT TO AGREEMENT ("Amendment") is entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and the CITY OF LOS ANGELES, a municipal corporation and California charter city pursuant to the constitution and the laws of the State of California ("City"), with respect to the following:

#### RECITALS

- A. The County and the City entered into an agreement entitled Agreement For Coordinated Countywide Household Hazardous Waste Management Program Activities By The County of Los Angeles And The City of Los Angeles ("Agreement"), dated March 23, 1993, related to cooperative efforts by County and City to implement a countywide Household Hazardous Waste Management Program ("HHWMP") to provide residents within the County of Los Angeles with an environmentally safe means to dispose of household hazardous waste ("HHW").
- B. Since execution of the Agreement, the City has developed a system of permanent HHW/E-Waste collection centers ("S.A.F.E. Centers"), and reduced the number of mobile collection events conducted by the City. The S.A.F.E. Centers and mobile collection events are open to all residents (City and non-City) pursuant to the Agreement. Over time, the use of these S.A.F.E. Centers by City and non-City residents has grown steadily along with the cost to provide these services. Also, effective January 1, 2009, the County adopted amendments to the Los Angeles County Code revising the Solid Waste Management Fee ("Fee") to a new rate of \$1.50 per ton of solid waste disposed of at solid waste landfills and/or transformation facilities.
- C. The County and the City have determined that an amendment to the Agreement is necessary to adjust the compensation formula to the City for conducting agreed-upon HHWMP activities, to the revised rate of \$0.75 per ton of solid waste originating in the City. In addition, to offset the City's increased cost of providing agreed-upon services to non-City residents and the County's collection of the revised Fee on solid waste originating in the City since January 1, 2009, the County desires to provide additional funding to the City for Fiscal Years 2010-11, 2011-12, and 2012-13.
- D. The County and the City have further determined that the amendment described in Paragraph C is necessary to ensure that all residents of the unincorporated areas and incorporated cities, including the City, are uniformly served by the HHWMP, as provided in Paragraph 5 of the Agreement.

Accordingly, the County and the City agree as follows:

- 1. Paragraphs 6 and 7 of the Agreement are amended to read as follows:
  - 6. The County will compensate the City for expenses incurred by the City in conducting agreed-upon HHWMP activities. Except as otherwise provided in this Paragraph 6, the maximum amount of such compensation shall be equal to \$0.75 per ton of solid waste originating within the City (Payment Rate). The quantity of solid waste used for this determination shall be that disposed of at solid waste landfills and/or transformation facilities as identified in the County's Disposal Reporting System established pursuant to California Code of Regulations, Title 14, Article 9.2 (Sections 18800 to 18815), or other mutually agreed-upon documents prepared by the City, the County, or others.

The compensation formula may be revised to consider factors such as the area served, including the respective participation rates of City and non-City residents, subject to approval of the Program Managers for the City and the County.

For Fiscal Years 2010-2011, 2011-2012, and 2012-2013 only, additional funding above the Payment Rate of \$0.75 per ton shall be paid to the City, in the additional amount of \$795,000 per Fiscal Year, to offset the increased cost of providing agreed-upon services to non-City residents and in consideration of the County's collection of the revised Fee on solid waste originating in the City since January 1, 2009. Future additional funding, if any, shall be considered only upon mutual agreement by the City and the County, following completion of a reevaluation of the HHWMP.

The additional funding for the specified Fiscal Years shall be provided to the City in accordance with the following payment schedule:

Within 30 days, the County shall remit to the City a lump-sum payment of \$795,000 for Fiscal Year 2010-2011. For each of the Fiscal Years 2011-2012 and 2012-2013, the County shall make semi-annual payments of \$397,500 each, due on July 1 and January 1 of each Fiscal Year, for a maximum payment of \$795,000 for each Fiscal Year.

The City reserves the right to determine the appropriate process to adjust City programs commensurate with available funding. Nevertheless, the City shall ensure uniform access to all City and non-City residents for any activities funded under this Agreement as defined in Paragraph 5.

All compensation shall be subject to the actual receipt by the County of Solid Waste Management Fees derived from the solid waste originating within the City as described above.

7. Following receipt of the City's monthly expense claim, the County shall remit to the City on a monthly basis, a payment at the Payment Rate of \$0.75 per ton for the average monthly tonnage of solid waste originating within the City as reported in the latest verified quarter of the County's Disposal Reporting System. The County will verify actual tonnage of solid waste originating in the City at the end of each Fiscal Year and make adjustments to the payment amounts based on the recorded actual tonnage.

In addition, actual expenses incurred by the City in conducting agreed-upon HHWMP activities shall be reviewed by the County at the end of each Fiscal Year and additional adjustments made in accordance with Paragraph 6 above. The City shall provide such information as is necessary to clearly describe the various expenses making up its monthly expense claims.

Any adjustments made pursuant to this Paragraph 7 shall be reflected in the next regularly scheduled payment to the City.

All compensation to the City by the County under this Agreement shall be placed into an account established solely for HHWMP activities and the compensation shall be used only to fund activities performed under the provisions of this Agreement.

2. The following definition shall apply to this Agreement:

1

"Household hazardous waste" or "HHW" includes, but is not limited to, pesticides, cleaning solvents, automotive fluids, waste oil, paints, household batteries, sharps waste, and electronic waste such as computers, monitors, TVs, and stereos. Explosives, ammunition, radioactive materials, controlled substances, and infectious wastes are excluded.

- 3. The Payment Rate shall apply to all payments made on or after the effective date of this Amendment.
- 4. Except as provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

5. This Amendment is effective when signed by the County and the City and the effective date shall be the date of the County's signature.

IN WITNESS WHEREOF, the undersigned hereby execute this Amendment.

Dated:	COUNTY OF LOS ANGELES
	By: Mayor, Board of Supervisors
ATTEST:  SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles  By:  Deputy	APPROVED AS TO FORM:  ANDREA SHERIDAN ORDIN County Counsel  By July July Deputy
Dated:	CITY OF LOS ANGELES
ATTEST: JUNE LAGMAY	By:ANDREA A. ALARCON, Acting President Board of Public Works
City Clerk	APPROVED AS TO FORM:
By:Deputy	CARMEN A. TRUTANICH City Attorney By: Deputy